

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

E. F. GRADY
TREASURER
BETH H. POWELL
MANAGER OF TREASURY OPERATIONS
L. J. SALAZAR
CREDIT MANAGER
P. W. RITTER
PAYMASTER

October 13, 1986

9-CS (4/79)

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, DC 20423

RECORDATION NO. 10272-N Filed & Recorded

OCT 15 1986 11:10 AM

INTERSTATE COMMERCE COMMISSION

Re: Agreement of Conditional Sale Dated as of April 1, 1979,
between Southern Pacific Transportation Company, Metropolitan
Life Insurance Company and FMC Corporation

Dear Mr. Bayne:

On September 4, 1986, there was recorded a document entitled "Assignment and Transfer of Certain Railroad Equipment" dated as of July 31, 1986, in connection with the above-entitled Agreement of Conditional Sale. The "Assignment" was recorded as No. 10272-K. The listing of the equipment released by the "Assignment" indicates 1 70-ton box car, lettered SP and numbered 246994 which should have been 246294.

In order to correct this inadvertent error, enclosed is substitute page #2 to the described "Assignment". Would you kindly file a copy of this letter of correction along with the enclosed substitute page with your records under Recordation No. 10272-K to indicate that the following is a correct list of the equipment intended to be released by the above "Assignment:"

General Description of the Equipment Released
by the "Assignment and Transfer of Road Equipment":

3 70-ton box cars; FMC Corporation, Builder; lettered SP
and numbered 246262, 246294 and 246379.

Enclosed is our check number 5380425375, in the amount of \$10.00 to cover this correction filing fee.

Mr. James H. Bayne
October 13, 1986
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Will you kindly acknowledge on the attached copy of this letter receipt and filing with Recordation No. 10272-K and return the same to the undersigned.

Very truly yours,

E. S. Brady

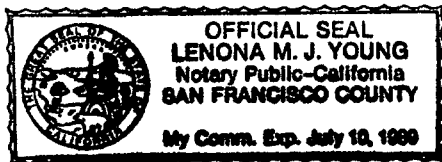
Enclosure

Subscribed and Sworn to before
me this 13th day of October, 1986

Lenona M. J. Young
Notary Public

In and for the City and County of
San Francisco, State of California

My Commission expires July 10, 1989.



OCT 15 1986 11-10 AM

INTERSTATE COMMERCE COMMISSION

WHEREAS, certain box cars comprising said ~~Equipment~~ (hereinafter collectively called "Destroyed Equipment") have been destroyed, and in accordance with the provisions of said Agreement of Conditional Sale and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Seventh Supplemental Agreement dated as of July 31, 1986 (hereinafter called the "Seventh Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
3	70-ton Box Cars; FMC Corporation, builder; lettered SP and numbered 246262, 246294 and 246379.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Agreement of Conditional Sale, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Agreement of Conditional Sale pursuant to the Seventh Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Section 9 of said Agreement of Conditional Sale.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

Wm. J. P.
WHEREAS, certain box cars comprising said Equipment (hereinafter collectively called "Destroyed Equipment") have been destroyed, and in accordance with the provisions of said Agreement of Conditional Sale and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Seventh Supplemental Agreement dated as of July 31, 1986 (hereinafter called the "Seventh Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
3	70-ton Box Cars; FMC Corporation, builder; lettered SP and numbered 246262, 246994 and 246379.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Agreement of Conditional Sale, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Agreement of Conditional Sale pursuant to the Seventh Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Section 9 of said Agreement of Conditional Sale.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Agreement of Conditional Sale.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint THOMAS F. COOLICAN to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Agreement of Conditional Sale, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 14th day of August, 1986.

METROPOLITAN LIFE INSURANCE COMPANY

By Thomas E. Jordan
Attorney

By John C. Wise
Associate General Counsel

ATTEST:

F. V. Maguire
Assistant Secretary
F. V. MAGUIRE

STATE OF NEW YORK)
)
CITY AND COUNTY OF NEW YORK) ss:

On this 14th day of August, 1986, before me personally appeared JOHN C. KELSH and THOMAS F. COOLICAN, to me personally known, who, being by me duly sworn, say that they are Associate General Counsel and an Attorney, respectively, of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brian C. Crombie
Notary Public

My Commission Expires:

BRIAN C. CROMBIE
NOTARY PUBLIC, State of New York
No. 43-4849121
Qualified in Richmond County
Commission Expires March 30, 1987